REQUEST FOR QUOTATION (This is NOT an Order)		This RFQ X is	is not a small business set-aside Page 1			1 <b>Of</b> 25					
1. Request No.	i i i i i i i i i i i i i i i i i i i		3. Requisition/Purchas	e Rea	uest No.	4. C	ert For Nat D	ef. Under BDS	SA N.	Rating	<u> </u>
DAAE07-03-Q-S08		003FEB14	See Scl				eg. 2 and/or D			•	DOA4
5A. Issued By			WECHEN				6. Deliver by	(Date)			
TACOM AMSTA-LC-CHAD			W56HZV					See So	chedule		
WARREN, MICHIGAI	N 48397-5000						7. Delivery				
							X FOB Destination	on.	Ot	her	
			no.) (No collect calls)				Destination	<b>711</b>			
JOANNA JONES		586)574-7508	3								
8. To: Name and Ad							9. Destination	n (Consignee a	nd addr	ess. in	rluding
<b>3. 20.</b> 1 ( <b>4.1.</b>	-u-css,c-u	g zap cour					Zip Code)	(OV		000, 111	g
								See So	chedule		
10. Please Furnish	Ouotations to	IMPORTA	NT: This is a request fo	r infa	ormation, and ano	tation	s furnished a	re not offers	If von a	re iina	ble to anote
the Issuing Office in	•		cate on this form and re								
or Before Close of B	Business		sts incurred in the prep								
( <b>Date</b> ) 2003AP	R03		e of domestic origin unlo uest for Quotation must				oter. Any inte	rpretations an	ıd/or cer	tificati	ons attached
		_	1. Schedule (Include app				cal taxes)				
Item Number		Supplies	/Services		Quantity		Unit	Unit Pr	rice		Amount
(a)		(	<b>b</b> )		(c)		(d)	(e)			( <b>f</b> )
	(See Schedule)										
12. Discount For Pr	ompt Payment		a. 10 Calendar Days %		o. 20 Calendar Da	ys %	c. 30 Cale	endar Days %	d. Num		dar Days Percentage
						70		/0	ı vuill		1 cr centage
NOTE: Additional provisions and representations are are not 13. Name and Address of Quoter (Street, City, County, State and Zip Code)			14. 9	ned. Signature of Person Quotation	n Aut	horized to Sig	n	15. Date	e of Qu	otation	
							16. S	igner			
				a. N	ame (Type or Prin	t)		-		o. Tele	phone
									Area Co		
				c. Ti	itle (Type or Print)	)			Number	r	
AUTHORIZED FOR LOCAL REPRODUCTION						Stand	lard Form 18	(Rev 8.9	)5)		

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 25
CONTINUATION SHEET	PHN/SHN DAAE07-03-Q-S081 MOD/AMD	REPRINT
NT 0.000 C + +		

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

THE FOLLOWING AMENDMENTS HAVE BEEN INCORPORATED

0001

#### Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-Q-S081

MOD/AMD

**Page** 3 **of** 25

REPRINT

#### Name of Offeror or Contractor:

	INFORMATION	

Regulatory Cite	Title	Date

1 TACOM DISCLOSURE OF UNIT PRICE INFORMATION

DEC/2002

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

[End of notice]

2 52.204-4016 (TACOM) TACOM-WARREN ELECTRONIC CONTRACTING

MAR/2001

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <a href="http://contracting.tacom.army.mil/ebidnotice.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a>
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <a href="http://www.ecrc.ctc.com">http://www.ecrc.ctc.com</a>

[End of Clause]

3 52.215-4854 (TACOM)

PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST

JUL/2002

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

#### NOTE:

NEW UNUSED SURPLUS WILL BE ACCEPTED FOR THIS PROCUREMENT.

#### \*\*\* END OF NARRATIVE A 001 \*\*\*

- 1. The purpose of Amendment 0001 on solicitation DAAE07-03-Q-S081 is to request offerors to resubmit quotes, extend closing date, and change buyer.
- 2. Due to change in buyers, please contact new buyer to confirm receipt of quote or resubmit.
- 3. Change closing date from 04 March 2003 to 03 Apr 2003.

CONTINUATION CHEET	Reference No. of Document Being Continued	Page 4 of 25
CONTINUATION SHEET	PIIN/SIIN DAAE07-03-Q-S081 MOD/AMD	REPRINT

#### Name of Offeror or Contractor:

- 4. Change buyer from Bertram Scott to Joanna Jones (586-574-7508).
- 5. All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A 003 \*\*\*

## Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-Q-S081 MOD/AMD

Page 5 of 25
REPRINT

#### Name of Offeror or Contractor:

	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 2520-00-752-1019 FSCM: 95019				
	PART NR: 30-362-11				
	SECURITY CLASS: Unclassified				
0001AA	SHAFT, SHOULDERED	59	EA	\$	\$
	CLIN CONTRACT TYPE:				
	Firm-Fixed-Price NOUN: SHAFT, SHOULDERED				
	PRON: EH3A7048EH PRON AMD: 01				
	AMS CD: 060011				
	Packaging and Marking				
	PACKAGING/PACKING/SPECIFICATIONS:  SEE PACKAGING SHEET				
	LEVEL PRESERVATION: Military				
	LEVEL PACKING: A				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W56HZV3014T842 W25G1U J 2				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 30 0090				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS				
	(W25G1U) XU TRANSPORTATION OFFICER				
	DDSP NEW CUMBERLAND FACILITY				
	BUILDING MISSION DOOR 113 134				
	NEW CUMBERLAND PA 17070-5001				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	002 W56HZV3014T843 W62G2T J 2				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 29 0090				
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS				
	(W62G2T) XU DEF DIST DEPOT SAN JOAQUIN				
	25600 S CHRISMAN ROAD				
		i e	1	1	1
	REC WHSE 10 PH 209 839 4307 TRACY CA 95376-5000				

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### Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-Q-S081 MOD/AMD

Page 6 of 25

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

#### CONTINUATION SHEET Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-Q-S081 MOD/AMD

Page 7 of 25 REPRINT

Name of Offeror or Contractor:

CONTRACT CLAUSES

4	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
5	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
6	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
7	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
8	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
9	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
10	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	MAY/1999
11	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
12	52.246-2	INSPECTION OF SUPPLIESFIXED PRICE	AUG/1996
13	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
14	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
15	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I	DEC/2000
		dated Dec 2000)	
16	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONSALTERNATE I dated APR 2002)	APR/2002

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 336399.
- (2) The small business size standard is 750.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
  - (b) Representations.
    - (1) The offeror represents as part of its offer that it  $[\phantom{x}]$  is,  $[\phantom{x}]$  is not, a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a woman-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offferor represents as part of its offer that it [ ] is, [ ] is not, a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -
- (i) It [ ] is, [ ] is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It [ ] is, [ ] is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]:

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:
  - [ ] Black American.

#### Reference No. of Document Being Continued **CONTINUATION SHEET**

PIIN/SIIN DAAE07-03-Q-S081

Page 8 of 25 REPRINT

MOD/AMD

Name of Offeror or Contractor:

Γ	1	Hispan	ic	Amer	ican
L		пторан.		HIIICT	тсан.

- [ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ] Individual/concern, other than one of the preceding.
- (c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
  - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
  - (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

#### CONTINUATION SHEET Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-Q-S081 MOD/AMD

**Page** 9 **of** 25

REPRINT

Name of Offeror or Contractor:

(a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.

(b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: http://contracting.tacom.army.mil/opportunity.htm

- (c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.
  - (d) We hereby specify that the required F.O.B. point for this acquisition is Destination.
- (e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

18 52.242-4022 DELIVERY SCHEDULE MAY/2000 (TACOM)

- (a) The following delivery schedule applies to this procurement:
- (1) See the Government's proposed schedule in Section B. Start deliveries 90 days after the date of award. Continue delivering every thirty (30) days, if necessary, until all items are delivered.
  - (2) You can accelerate delivery: at no additional cost to the Government.
  - (3) Delivery is defined as follows:
- (i) FOB Origin Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual order.
- (ii) FOB Destination Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order.
  - (b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES \_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.

(2) I WILL DELIVER A QUANTITY OF \_\_\_\_\_ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_ UNITS EVERY 30 DAYS.

ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER THE TOTAL QUANTITY ON THIS ORDER IN ONE SHIPMENT.

[End of Clause]

19 52.246-4053 USE OF MIL-STD 1916 JAN/2001 (TACOM)

The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD- 1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding.

#### Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-Q-S081

MOD/AMD

Page 10 of 25 REPRINT

#### Name of Offeror or Contractor:

20 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(a) Definitions.

- (1) "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
- (2) "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
  - (d) Taxpayer Identification Number (TIN).
    - \* TIN:\_\_\_\_\_.
    - \* TIN has been applied for.
    - \* TIN is not required because:
- \* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - $^{\star}$  Offeror is an agency or instrumentality of a foreign government;
  - \* Offeror is an agency or instrumentality of a Federal Government;
  - \* Other. State basis.\_\_\_\_\_
  - (e) Type of organization.
    - \* Sole proprietorship;
    - \* Partnership;
    - \* Corporate entity (not tax-exempt):
    - \* Corporate entity (tax-exempt):
    - \* Government entity (Federal, State, or local);
    - \* Foreign government;
    - \* International organization per 26 CFR 1.6049-4;
    - \* Other \_\_\_\_\_.
  - (f) Common Parent.
    - \* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
    - \* Name and TIN of common parent:

#### Reference No. of Document Being Continued Page 11 of 25 **CONTINUATION SHEET** REPRINT PIIN/SIIN DAAE07-03-Q-S081 MOD/AMD Name of Offeror or Contractor: TTN [End of Provision] 21 52.207-4 ECONOMIC PURCHASE QUANTITY -- SUPPLIES AUG/1987 (a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government. (b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well. OFFEROR RECOMMENDATION PRICE QUANTITY TOTAL ITEM QUOTATION (c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired. [End of Provision] 22 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999 The offeror represents that --(1) It [ ] has [ ] has not participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; (2) It [ ] has [ ] has not filed all required compliance reports; and (3) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. [End of Provision]

APR/1984

23

52.222-25

(1) It [ ] has developed and has on file

The offeror represents that

AFFIRMATIVE ACTION COMPLIANCE

[ ] has not developed and does not have on file,

#### Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-Q-S081

MOD/AMD

Page 12 of 25

REPRINT

#### Name of Offeror or Contractor:

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(2) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

24 52.247-48

F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)

JUL/1995

- (a) If this contract is awarded on an f. o. b. destination basis, and if transportation is accomplished by common carrier, parcel post, or other than common carrier, the Contractor agrees not to invoice until the supplies are shipped, and to retain the following evidence of shipment (EOS) documentation for a period of 4 years after completion of the contract.
- (1) If transportation is accomplished by common carrier, the Contractor will retain a signed copy of the commercial bill of lading of the supplies covered by the invoice, indicating the carrier's intent to ship said supplies to the destination specified in the contract.
  - (2) If transportation is accomplished by parcel post, the Contractor will retain a copy of the mailing certificate, or
- (3) If transportation is by other than common carrier or parcel post, the Contractor will retain the receipt copy of the appropriate delivery document showing receipt at the destination in the contract.
- (b) Retention of the above EOS documentation and having the documentation available for subsequent review, if needed, eliminates the requirement to provide these documents with the Contractor's paper, or electronically transmitted, invoices.

[End of Clause]

25 252.204-7004

REQUIRED CENTRAL CONTRACTOR REGISTRATION

MAR/2000

- (a) Definitions. As used in this clause--
- (1) <u>Central Contractor Registration (CCR) database</u> means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) <u>Data Universal Numbering System (DUNS) number</u> means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) <u>Data Universal Numbering System +4 (DUNS+4) number</u> means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) <u>Registered in the CCR database</u> means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
  - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DOD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

#### Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-Q-S081

MOD/AMD

Page 13 of 25 REPRINT

#### Name of Offeror or Contractor:

- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr.gov.

[End of Clause]

26 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY

NOV/1995

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.
  - (b) The apparently successful Offeror agrees to complete and submit the following table before award:

#### TABLE

	National	Commercial				
Line	Stock	Item		Source of Supp	ly	Actual
<u>Items</u>	Number	(Y or N)	Company	<u>Address</u>	Part No.	Mfg?
(1)	(2)	(3)	(4)	(4)	(5)	(6)

- (1) List each item of supply and item of technical data.
- (2) If there is no national stock number, list  $\underline{\text{none}}$ .
- (3) Use  $\underline{Y}$  if the item is a commercial item; otherwise, use  $\underline{N}$ . If  $\underline{Y}$  is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use  $\underline{Y}$  if the source or supply is the actual manufacturer;  $\underline{N}$  if it is not; and  $\underline{U}$  if unknown.

  (End of clause)
  - 27 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE

SEP/1999

- (a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.
  - (c) Certifications.
    - (1) The Offeror certifies that-
      - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
      - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

#### Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-Q-S081

MOD/AMD

Page 14 of 25

MAY/2002

Name of Offeror or Contractor:

(2) The Offeror certifies that the following end products are qualifying country end products:

	Qualifying Country End Products
Line Item Number	Country of Origin
(List only qualifying country end products.)	
(3) The Offeror certifies that the fo	ollowing end products are nonqualifying country end products:
	Nonqualifying Country End Products
<u>Line Item Number</u>	Country of Origin (If known)
	[End of Provision]

(a) Definitions. As used in this clause--

252.247-7023

(1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002)

- (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) <u>Foreign flag vessel</u> means any vessel that is not a U.S.-flag vessel.
- (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
  - (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
    - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
      - (i) This contract is a construction contract; or
      - (ii) The supplies being transported are-
        - (A) Noncommercial items; or
        - (B) Commercial items that-
  - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

#### Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-Q-S081

MOD/AMD

Page 15 of 25 REPRINT

#### Name of Offeror or Contractor:

 $(2) \ \, \text{Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or \\$ 

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
  - (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
  - (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information—
  - (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

# CONTINUATION SHEET Reference No. of Document Being Continued Page 16 of 25 REPRINT Name of Officers of Contractors

Name of Offeror or Contractor:

29 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/

DEC/2002

- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr2000.com . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards\_official.htm
Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm
Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm
Red River Army Depot: http://www.redriver.army.mil/contracting/Awards

Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
  - (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
  - (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
    - (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
    - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
  - (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

30	52.204-4007	OFFEROR'S DATAFAX NUMBE	R, E-MAIL ADDRESS,	AND CAGE	CODE	MAY/2000
	(TACOM)					

(a) If you have a company data fax number, please provide it on the following line:\_\_\_\_\_\_

#### Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-Q-S081

MOD/AMD

Page 17 of 25

REPRINT

#### Name of Offeror or Contractor:

(TACOM)

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibl solicitations, please provide the complete e-mail address on the following line:	У —
(c) Provide your CAGE (Contractor And Government Entity) code here:	
[End of Provision]	
31 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999	

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

32 52.211-4010 ACQUISITION OF MAUFACTURER'S PART NUMBER: COMPONENTS FEB/1995 (TACOM)

One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the contract item, except as provided in the provision entitled NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS located elsewhere herein. It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided, that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

[End of Clause]

33 52.211-4018 ACQUISITION OF MANUFACTURER'S PART NUMBER MAY/1996 (TACOM)

This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Procuring Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Bein	Page 18 of 25		
CONTINUATION SHEET	PHN/SHN DAAE07-03-Q-S081	MOD/AMD	REPRINT	
Name of Offeror or Contractor:			•	

34 52.211-4036

52.211-4036 FORMAT OF THE TECHNICAL DATA PACKAGE (TACOM)

APR/2000

- (a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.
- (b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM AMSTA-CM-CDD (TDP Requests) Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Gerri Mackey and Diane Woods at (586) 574-7061, and Gloria McCullough at (586) 574-7064.

[End of Provision]

35 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL APR/2000 (TACOM) (NEGOTIATED)

- (a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.
  - (b) Definitions:
- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
  - (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
  - (4) "Remanufactured" means factory rebuilt to original specifications.
- (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
  - (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.
- (c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.
  - (d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:
- (7) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (8) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.
- (9) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

#### Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-Q-S081

MOD/AMD

Page 19 of 25

REPRINT

#### Name of Offeror or Contractor:

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Clause]

52.213-4859 ELECTRONIC QUOTATIONS REQUIRED IN RESPONSE TO THIS REQUEST FOR DEC/2002 36 (TACOM) OUOTATIONS (TACOM)

- (a) You must submit your quotation via paperless electronic media (See paragraph (b) below.). Quotations submitted in paper form are unacceptable. Unless paper copies are specifically requested elsewhere in this solicitation, you must submit your electronic quotation, and any supplemental information (such as spreadsheets, backup data, technical information), using any of the following electronic formats:
- (1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read Ofice 97\* and lower.): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
  - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active inks to live Internet sites or pages. All linked information must be contained within your electronic quotation and be accessible offline.
- (4) Other electronic formats. Before preparing your quotation in any other electronic format, please e-mail the buyer identified in Block 5(b) of the SF 18 cover sheet, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the due date for quotations. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in nonconsideration of your quotation. All alternate methods must be at no cost to the Government.

Note: The above formats may be submitted in compressed form using self-extracting files. Executable files other than self-extracting compressed files are unacceptable.

- (b) Acceptable media: 100 or 250 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, E-mail, or datafax. You must identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimile" as defined at FAR 52.215-5.
- (1) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Quoter shall label any and all submitted disks with the solicitation number and due date for quotations, and the quoter's name and address and contact phone number. In the event of multiple submitted quotations, place each quotation/submission on its own disk(s) (one quotation can comprise multiple disks). You must also submit only one quotation per envelope. Submit only one (1) of each disk (no additional copies required).
- (2) E-mail. If you choose to use e-mail, ADDRESS YOUR QUOTATION TO THE BUYER identified in Block 5(b) of the SF18 cover sheet. THE SUBJECT LINE OF THE E-MAIL MUST READ "QUOTATION --[Request for Quotation number], [name of Company/offeror], DUE [due date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be selfextracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each quotation, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".
- (3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. Paper faxes are not acceptable. Transmit only one quotation for each datafax transaction. Clearly identify the quotation as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: the buyer's e-mail address found on the front page of the solicitation. Quoters may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax quotations is three and one-half megabytes (3.5MB), the same limitation as that for e-mail quotations. For your datafax, use the same subject line as that for e:mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each quotation. For instance, do not submit a quotation via 100 or 250 megabyte Zip\*-disk AND e-mail.

(c) Security Note: If you choose to password-protect access to your quotation, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

#### Reference No. of Document Being Continued **CONTINUATION SHEET**

Page 20 of 25

PIIN/SIIN DAAE07-03-Q-S081

MOD/AMD

REPRINT

#### Name of Offeror or Contractor:

- (d) Electronic quotations should include, as a minimum:
  - (1) The SF18 cover sheet filled out, or equivalent information.
- (2) All applicable fill-in provisions, filled in. You may find Word versions of these provisions requiring your fill-in on our TACOM Business Opportunities webpage (http://contracting.tacom.army.mil/mastersol/sectionk.htm). You can fill them in and attach them to your quote. See the solicitation for which provisions are required.
  - (3) A statement of agreement to all the terms, conditions, and provisions of this Request for Quotations.
  - (4) Any other information required by the Request for Quotations.
  - (e) Quoters shall make every effort to ensure that their quotation is virus-free.

\*Registered trademark

[End of provision]

37 52.214-4003 ALL OR NONE (TACOM)

JUN/1985

Only one award will be made as a result of this solicitation. Offers must be submitted for the total quantity of all the items listed. Offers for less than the total quantities of all the items will not be considered.

[End of Clause]

DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of clause]

52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) 39 (TACOM)

DEC/1993

(a) Definitions.

(xii)

- (1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:
  - (i) chlorofluorocarbon-11 (CFC-11) chlorofluorocarbon-12 (CFC-12) (ii) chlorofluorocarbon-13 (CFC-13) (iii) (iv) chlorofluorocarbon-111 (CFC-111) chlorofluorocarbon-112 (CFC-112) (vi) chlorofluorocarbon-113 (CFC-113) (vii) chlorofluorocarbon-114 (CFC-114) (viii) chlorofluorocarbon-115 (CFC-115) (ix) chlorofluorocarbon-211 (CFC-211) (x)chlorofluorocarbon-212 (CFC-212) (xi) chlorofluorocarbon-213 (CFC-213)

chlorofluorocarbon-214 (CFC-214)

is an isomer of methyl chloroform.

Spec/Standard

[ ] have [ ] have not

#### Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-Q-S081 MOD/AMD

Page 21 of 25

REPRINT

Name of	Offeror	or C	Contractor:
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(xiii)	chlorofluorocarbon-215	(CFC-215)
(xiv)	chlorofluorocarbon-216	(CFC-216)
(xv)	chlorofluorocarbon-217	(CFC-217)
(xvi)	halon-1211	
(xvii)	halon-1301	
(xviii)	halon-2402	
(xix)	carbon tetrachloride	
(xx)	methyl chloroform	
(xxi)	Methyl bromide	
(xxii)	hydrobromofluorocarbons	s (HBFCs)

(2) <u>Directly requires the use of CIODS</u> means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which

- (3) <u>Indirectly requires the use of CIODS</u> means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.
- (b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.
- (c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.
- (1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.
- (2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.
  - (d) Please summarize your own review of our specification/technical data package, by completing the following:

(1)	Dui	rin	g our	review	of	the	specification	or	technical	data	package	in	this	solicitation,	we
	[	]	have												
	[	]	have	not											

found any direct requirements to use any CIODS. (If <u>have</u> is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Required CIODS

					_
(2)	Further, in our review	w of the specification	or technical data	package in this	solicitation, we
	[ ] have				

Substitute

Available?

found any indirect requirements to use any CIODS. (Offerors who check <u>have</u> above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Substitute
Spec/Standard Required CIODS Available?

# Reference No. of Document Being Continued Page 22 of 25 REPRINT Name of Offeror or Contractor: (e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available. (f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--The second price/offer, labeled <u>without CIODS</u>, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use

know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

40 52.246-4005 (TACOM)

INSPECTION AND ACCEPTANCE POINTS: ORIGIN

FEB/1995

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

Contractor's Plant:

(Name and Address)

Subcontractor's Plant:

(Name and Address)

[End of Clause]

41 52.246-4026 (TACOM) LOCAL ADDRESS FOR DD FORM 250

MAR/2002

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
  - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
  - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

#### Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-Q-S081

MOD/AMD

Page 23 of 25

REPRINT

#### Name of Offeror or Contractor:

42 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS (TACOM)

JUL/2002

SEP/2000

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

43 52.247-4458 GUARANTEED SHIPPING CHARACTERISTICS -- F.O.B. DESTINATION (TACOM)

- (a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.
- (b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.
  - (1) Unit Package:
- Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, seal

led in a waterpro	of bag, and placed in a fiberboard box).
(ii)	Unit Package Exterior Size/Weight of Unit Package with contents:
	Length x Width x Depth(expressed in inches)/Weight expressed in pounds
(2) Shippi	ng Container:
(i)	Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:
	Length, x Width, x Height, (expressed in feet and inches)
(ii)	Number of unit packages per shipping container each
(iii)	Gross weight of Shipping container and contents Lbs.
(3) Unitiz	ed Loads:
(i)	Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [ ] No [ ]; describe:
(ii)	Number of Shipping containers per pallet/skid each.
(iii)	Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials Lbs
(iv)	Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:
	Length, x Width, x Height, (expressed in feet and inches)
(v)	Gross Weight of Unit Load Lbs;

CONTINUATION SHEET	Reference No. of Document Be	Page 24 of 25	
CONTINUATION SHEET	PIIN/SIIN DAAE07-03-Q-S081	MOD/AMD	REPRINT
Name of Offeror or Contractor:			•

[End of Clause]

CONTINUATION SHEET		Reference No. of Document B	Page 25 of 25							
CONTI	NUATION SHEET	PHN/SHN DAAE07-03-Q-S081	MOD/AMD	REPRINT						
Name of Offeror	Name of Offeror or Contractor:									
LIST OF ATTACHMEN	ITS									
List of			N	umber						
Addenda		Title	Dateof	Pages Transmitted By						
Attachment 001	TDP IS ON THE TACOM WEB	PAGE								